

1
2
3 BILL NO. S-89-09-12

4 SPECIAL ORDINANCE NO. S-150-89

5 AN ORDINANCE approving Contract 6130-
6 89, CROWN COLONY CONCRETE PAVEMENT
7 REPAIR between BROOKS CONSTRUCTION
8 COMPANY, INC. and the City of Fort
Wayne, Indiana, in connection with the
Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

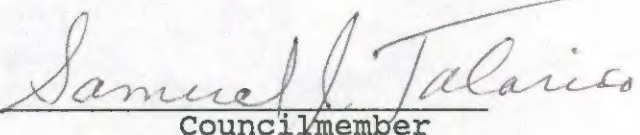
11 SECTION 1. That the Contract 6130-89, CROWN COLONY
12 CONCRETE PAVEMENT REPAIR by and between BROOKS CONSTRUCTION
13 COMPANY and the City of Fort Wayne, Indiana, in connection
14 with the Board of Public Works and Safety, is hereby ratified,
15 and affirmed and approved in all respects, respectfully for:

16 the removal and replacement of
17 concrete pavements in Crown Colony on
Strathdon Road, Richfield Lane,
Milford Court & Chadwick Drive;

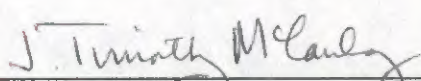
18 involving a total cost of Twenty Thousand, Seven Hundred
19 Twenty and No/100 Dollars (\$20,720.00).

20 SECTION 2. Prior Approval has been requested from
21 Common Council on September 5, 1989. Two copies of said
22 Contract are on file with the Office of the City Clerk and
23 made available for public inspection, according to law.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all
26 necessary approval by the Mayor.

27
28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
J. Timothy McCaulay, City Attorney

CONTRACT NO. 6130-89

CROWN COLONY CONCRETE PAVEMENT REPAIR

BOARD ORDER NO. 66-89

WORK ORDER NO. 10,785

THIS CONTRACT made and entered into in triplicate this ^{6th} ~~18th~~ day of ~~September~~ ~~AUGUST~~, 19 89, by and between BROOKS CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6130-89 CROWN COLONY CONCRETE PAVEMENT REPAIR

all according to RES. NO. 6130-89, Drawing No. _____, Sheets _____, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 20,720.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

ARTICLE 7: PREVAILING WAGE SCALE

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

a. Advertisement for Bids, for Contract No. 6130-89.
b. Instructions to Bidders for Contract No. 6130-89.
c. Contractor's Proposal Dated August 9, 1989.
d. Ft. Wayne Engr. Dept. Drawing # _____.
e. Supplemental Specifications for Contract No. 6130-89.
f. Workman's Compensation Act, Statutes of the State of
Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78
(as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Right-of-Way Cut Permit.
l. Comprehensive Liability Insurance Coverage.

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 10/15/89 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

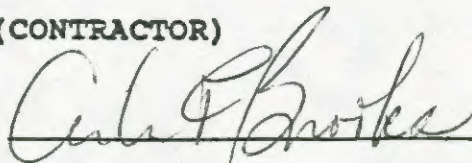
ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY:



Andrew F. Brooks, President

BY:

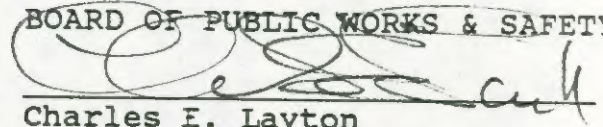


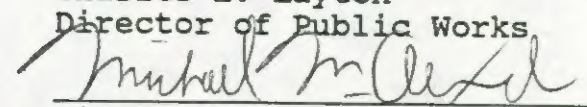
Susan E. Yager, Secretary

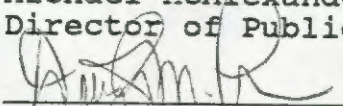
CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

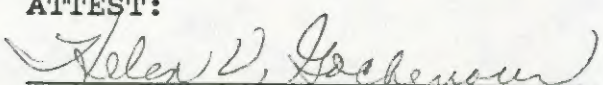
BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton
Director of Public Works


Michael McAlexander
Director of Public Safety


Douglas M. Lehman
Director of Administration &
Finance

ATTEST:


Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,
this 22nd day of August, 1999, personally appeared the
within named Andrew E Brooks Susan, who being by me first duly
sworn upon their oaths say that they are the Vice President
and Secretary respectively, of Brooks Const Co, Inc.
and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of _____
_____ for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.

Sara R Boardman
NOTARY PUBLIC

Sara R Boardman
Type or Print Name of Notary

MY COMMISSION EXPIRES: 3-22-01

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That BROOKS CONSTRUCTION COMPANY, INC., 6525 ARDMORE AVE.,
(Here insert the name and address or legal title of the Contractor)
P.O. BOX 9560, FORT WAYNE, IN 46899

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA,
ONE MAIN ST., FORT WAYNE, IN. 46802

(Here insert the name and address or legal title of the Owner)
 as Obligee, hereinafter called Owner,
 in the amount of TWENTY THOUSAND SEVEN HUNDRED TWENTY AND 00/100

Dollars (\$ 20,720.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated Sept. 6, 1989
AUGUST 9, entered into a contract with Owner for RESOLUTION NO. 6130-89, CROWN COLONY
CONCRETE PAVEMENT REPAIR.

in accordance with drawings and specifications prepared by OWNER

(Here insert full name, title and address)
 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 9TH day of AUGUST A.D. 19 89.

In the presence of:

Sara R. Boardman

[Signature] (SEAL)
Principal
[Signature]
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]

By *[Signature]* (SEAL)
N. RICHARD BOERGER
ATTORNEY-IN-FACT

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint N. Richard Boerger, Ronald L. Wightman and Marc Cook, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of N. Richard Boerger, et al, dated, June 9, 1986.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 19 87

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

Chas. J. Faler
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

ss:

On this 16th day of November, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Faler
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 9th day of August, 1987.

044-2974

Christopher T. Ladd
Assistant Secretary



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
08/23/89

PRODUCER

Insurance Marketplace
1522 Inwood Drive
P. O. Box 15187
Fort Wayne, IN 46885

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Commercial Union Ins.
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Brooks Construction Co.
6525 Ardmore Ave.
P.O. Box 9560
Fort Wayne, IN
46899

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	AI-R018807	01/31/89	01/31/90	GENERAL AGGREGATE	\$ 2,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPIOPS AGGREGATE	\$ 2,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 1,000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
A	AUTOMOBILE LIABILITY	CI-R018781	01/31/89	01/31/90	CSL	\$ 1,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
A	EXCESS LIABILITY	CI-DX00902	01/31/89	01/31/90	EACH OCCURRENCE	\$ 5,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 5,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CI-90-H089968	01/31/89	01/31/90	STATUTORY	\$ 500 (EACH ACCIDENT)
						\$ 500 (DISEASE-POLICY LIMIT)
						\$ 500 (DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

RE: Resolution No. 6130-89, Crown Colony Concrete Pavement Repair.

CERTIFICATE HOLDER

City of Fort Wayne, IN
One Main St.
Fort Wayne, IN
46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Read the first time in full and on motion by Schmidt, seconded by Ken Quintan, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 9-12-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Henry, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>				
<u>GiaQUINTA</u>	<u>✓</u>			<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>				<u>✓</u>
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 9-26-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 150-89
on the 26th day of September, 1989

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1989, at the hour of 11:30 o'clock 9 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 2nd day of October, 1989, at the hour of 1:15 o'clock 9 M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Contract for Res. 6130-89, Crown Colony Concrete Pavement Repair

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract for Res. 6130-89, Crown Colony Concrete Pavement Repair, is for the removal and replacement of concrete pavements in Crown Colony on Strathdon Road, Richfield Lane, Milford Court & Chadwick Drive. Brooks Construction Company is the Contractor.

PRIOR APPROVAL RECEIVED 9/5/89

J-89-05-12

EFFECT OF PASSAGE Improved pavement at above location

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$20,720.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-09-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

SAMUEL J. TALARICO, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
LONG, GIAQUINTA, BURNS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
6130-89, CROWN COLONY CONCRETE PAVEMENT REPAIR between
BROOKS CONSTRUCTION COMPANY, INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and
Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (~~RESOLUTION~~) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Samuel J. Talarico

Donald J. Schmidt

Charles E. Burns

Q. J. Long

Janet H. Bradbury

Robert E. Burns

Mr. Burns

Charles E. Burns

DATED: 9-26-89

Sandra E. Kennedy
City Clerk